

**IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH**

CR-4081-2023

Date of decision: 29.09.2025

Manav Garg

...Petitioner

Versus

Tek Chand

...Respondent

**CORAM: HON'BLE MR. JUSTICE DEEPAK GUPTA**

Present: Mr. Amit Gupta, Advocate for the petitioner.

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**DEEPAK GUPTA, J. (ORAL)**

It is landlord's revision against concurrent orders passed by the Ld. Rent Controller and the Appellate Authority, dismissing the petition filed under Section 13 in East Punjab Urban Rent Restriction Act, 1949, whereby ejection of the respondent-tenant from the demised shop was sought.

2. The only ground to assail the impugned orders, as pleaded by learned counsel is that as per the rent note dated 11.08.1989 executed between the parties, it was mentioned that if tenant wanted to keep the shop after three months, then he has to pay the enhanced rent by making 10% increase after every three years. Learned counsel contends that because of this stipulation in the agreement, it can not be held that tenancy was for more than 1 year and as such, increase in rent was not permissible. Learned counsel refers to '*Siri Chand (deceased) Thr. LRs. Vs. Surinder Singh 2020 (6) SCC 288*, wherein it was held by Hon'ble Supreme Court that clause of increasing rent every year in a month to month tenancy is a contingent clause, which operates in case tenancy continues for more than year and that said clause cannot read to mean that tenancy was for a period of more than 1 year and in the circumstances, the rent note did not



require compulsory registration.

3. However, it is conceded by learned counsel that though the rent note, relied upon by the petitioner-landlord was executed on 11.08.1989 but the ejectment petition was filed on 30.05.2015. It is fairly conceded by learned counsel that during this long period of more than 25 years from the date of execution of rent note, rent was never enhanced at the rate of 10% after every three years, as was stipulated in the agreement.

4. Once it is so, it is clear from the act and conduct of the petitioner-landlord that rent was never claimed with enhancement after every three years. Therefore, he could not seek the ejectment by claiming the rent at the enhanced rate.

5. In these circumstances, learned Courts below did not commit error in rejecting the contention.

6. As such, finding no merit in the present revision petition, the same is hereby dismissed.

**29.09.2025**

*Yogesh*

**(DEEPAK GUPTA)  
JUDGE**

**Whether speaking/reasoned:-  
Whether reportable:-**

**Yes/No  
Yes/No**